

EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

TIMOTHY STIVERS, individually and on behalf of all other similarly situated,)	CIVIL ACTION
)	
Plaintiff,)	Case No.: 2:12-cv-01534-CRE
)	
v.)	
)	
OFFICE DEPOT, INC.,)	
)	
Defendant.)	

**NOTICE TO CLASS MEMBERS REGARDING PENDENCY OF CLASS ACTION AND
NOTICE OF HEARING ON PROPOSED SETTLEMENT**

TO: ALL INDIVIDUALS EMPLOYED BY OFFICE DEPOT AS ASSISTANT STORE MANAGERS IN PENNSYLVANIA FROM OCTOBER 23, 2008 TO JANUARY 1, 2011.

I. PURPOSE OF THIS NOTICE

The purpose of this Notice is to inform you that the Court has approved a settlement of the claims that have been brought against Office Depot, Inc. ("Office Depot" or the "Company") in the above-captioned lawsuit, to explain the terms of the settlement to you, and explain your rights and options with respect to the lawsuit and the Settlement. The Notice is being sent to you because records show that you are a class member, and you may be entitled to a cash payment through the settlement. **If you wish to receive payment under the Settlement, please complete, sign and return the enclosed Settlement Claim Certification Form and an executed Form W-9 postmarked by July 29, 2013.**

II. DESCRIPTION OF THIS LAWSUIT

On October 23, 2012, Timothy Stivers ("Class Representative"), who worked as an Assistant Store Manager for Office Depot in Pennsylvania, filed a complaint against Office Depot in the United States District Court for the Western District of Pennsylvania (the "Lawsuit"). The Lawsuit claims that Office Depot violated the Pennsylvania Minimum Wage Act ("PMWA"), the Pennsylvania Wage Payment and Collection Law ("WPCL"), and the Fair Labor Standards Act ("FLSA"), and was unjustly enriched under the Pennsylvania common law by failing to pay him proper overtime compensation as required by Pennsylvania law. Specifically, the Lawsuit claims that Office Depot paid overtime compensation to the Class Representative and the Class pursuant

to the fluctuating workweek method, in violation of Pennsylvania state law. The Class Representative brought the claims under Pennsylvania law on his own behalf and on behalf of all Office Depot Assistant Store Managers in Pennsylvania. The Lawsuit seeks damages for the alleged violations, including interest, liquidated damages, penalties, and attorneys' fees and costs.

Office Depot denies the Class Representative's allegations and maintains that it properly paid its Pennsylvania employees all wages due to them and that it is not liable for the damages sought in the Lawsuit.

The Court has certified, for settlement purposes only, the following class (the "Class"): The group of persons employed by Office Depot in the Commonwealth of Pennsylvania as an Assistant Store Manager during the Class Period for at least one calendar week. "Class Period" means the period during which the Class Member was employed by Office Depot in the Commonwealth of Pennsylvania at any time from October 23, 2008 through January 1, 2011, the date when Office Depot stopped paying Class Members overtime pursuant to the fluctuating workweek method.

The attorneys for the Class in the Action ("Class Counsel") are below:

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Office Depot in this case is represented by Christopher K. Ramsey, Esquire and Stephanie R. Reiss, Esquire, MORGAN LEWIS & BOCKIUS, LLP, One Oxford Centre – 32nd Floor, Pittsburgh, PA 15219, (412) 560-3300.

On May 14, 2013, the Court granted preliminary approval of the proposed Settlement. The Court will decide whether to give final approval to the proposed Settlement at a hearing scheduled for September 19, 2013, at 2 p.m. ("Final Approval Hearing"). See Section V below for details.

III. TERMS OF THE SETTLEMENT

Subject to Court approval, the terms of the Settlement are as follows:

Office Depot will pay up to Ninety-Eight Thousand Dollars and Zero Cents (\$98,000.00) (hereafter “the Maximum Settlement Amount”) to pay: (a) all Class Members who submit timely claims pursuant to the instructions in this Notice (“Participating Class Members”); (b) Class Counsel’s fees and litigation costs; and (c) a service award to the Class Representative.

After deducting from the Maximum Settlement Amount for attorneys’ fees and costs and for a service award to the Class Representative, from the remaining amount, Office Depot will make a settlement payment to each Participating Class Member on a *pro rata* basis, as described below.

Specifically, the Final Settlement Share for each Participating Class Member will be based on the total number of overtime hours in the Company’s records during the period the Participating Class Member worked as an Assistant Store Manager for Office Depot in the Commonwealth of Pennsylvania between October 23, 2008 and January 1, 2011. Each overtime hour will represent one settlement share. An additional settlement share will be added for each week worked by a Participating Class Member during the period from October 23, 2008 and January 1, 2011. The sum of shares for all Participating Class Members will be divided into the Net Settlement Amount to reach a per share dollar figure. The figure will then be multiplied by each Participating Class Member’s number of settlement shares to determine each Participating Class Member’s Final Settlement Share.

Each Class Member will receive in his/her Settlement Claim Certification Form the approximate amount or range of his or her Settlement Share. The final Settlement Share will depend on final Court approval of the Settlement and the number of Participating Class Members who participate in the Settlement and the number of settlement shares of each. Amounts allocated to Class Members who properly and timely opt out of the Settlement in accordance with Section IV below shall remain property of Office Depot. Fifty percent of each Participating Class Member’s Settlement Share represents payments for liquidated damages and/or interest and will be paid subject to an IRS Form 1099, and the remaining fifty percent of each Participating Class Member’s Settlement Share will be reported as, and will be withheld upon as, wages for tax purposes. Neither Class Counsel nor the Company makes any representations concerning the tax consequences of this Settlement or participation in it.

Class Counsel will ask the Court to award attorneys’ fees of up to 33% of the Maximum Settlement Amount and to award it litigation costs incurred. In addition, Class Counsel will ask the Court to authorize a service award payment of up to \$1,500 for the Class Representative.

If the Court approves the Settlement, Class Members who do not exclude themselves from the Settlement will release the Released State Law Claims against Office Depot. This means the Class Members will give up the right to sue Office Depot again for the released claims. Each Class Member who does not request exclusion from the Settlement in accordance with Paragraph IV below is deemed to fully and finally release and discharge Office Depot from any and all Released State Law Claims. “Released State Law Claims” means any and all claims asserted in the Lawsuit which arose under the laws of Pennsylvania, including claims under the Pennsylvania

Minimum Wage Act, Pennsylvania Wage Payment and Collection Act, and for unjust enrichment, for the time period of each Class Member's employment as Assistant Store Managers in the Commonwealth of Pennsylvania from the beginning of their employment through May 14, 2013.

By submitting the Settlement Claim Certification Form by the deadline stated in this Notice of Settlement, provided that the Court enters a Final Approval Order, you will be agreeing to release the Released Claims of the Participating Class Members that you may have against Office Depot in exchange for your Settlement Share. Your release applies to Office Depot as well as its affiliates (including, without limitation, their parents and subsidiaries), predecessors, successors, divisions, joint ventures, and related companies and assigns, and each of these entities' past or present directors, officers, employees, partners, members, principals, agents, insurers, co-insurers, re-insurers, shareholders, attorneys, and personal or legal representatives (the "Office Depot Releasees"). "Released Claims of the Participating Class Members" means any and all federal, state and local wage and hour claims, including but not limited to, claims under the Pennsylvania Minimum Wage Act, Pennsylvania Wage Payment and Collection Act, Fair Labor Standards Act, and for unjust enrichment, for any type of relief, including without limitation, claims for wages, overtime damages, unpaid costs, penalties (including, but not limited to, late payment penalties, record keeping penalties, and meal break penalties), premium pay, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, and equitable relief, whether known or unknown, which were or could have been asserted in the Lawsuit, for the time period of each Participating Class Member's employment as an Assistant Store Manager in the Commonwealth of Pennsylvania from the beginning of their employment through May 14, 2013.

IV. YOUR OPTIONS

You have three options:

Option 1. Accept the settlement. To receive a payment pursuant to the Settlement, fill out and mail or submit the Settlement Claim Certification Form enclosed and the Form W-9 enclosed by July 29, 2013. You may submit your Settlement Claim Certification Form and executed Form W-9 to Class Counsel by using the addressed, stamped envelope or by otherwise sending the form via mail, email or fax to Berger & Montague, P.C., Attn: Office Depot Settlement, 1622 Locust Street, Philadelphia, PA 19104, Fax No. (215) 875-4604; email MKIM@BM.NET. Alternatively, If you are a current Office Depot employee, you may submit your Settlement Claim Certification Form and executed Form W-9 via mail, email or fax to the Director of Employee Relations, Loan Ellis, at 6600 North Military Trail, Boca Raton, Florida 33496, Fax No. (561) 438-7102, email: Loan.Ellis@officedepot.com. **If you do not submit your Settlement Claim Certification Form and an executed Form W-9 by July 29, 2013, you will not receive a Settlement Payment.**

Option 2. You may "opt out" and exclude yourself from the settlement. If you opt out, you will not receive any cash payment, and you will not release any claims you may have. If you

opt out, you will be free to pursue whatever legal rights you may have by pursuing your own lawsuit at your own risk and expense. If you “opt out,” Office Depot will retain any cash payment attributable to you. To exclude yourself, you must mail a letter to Class Counsel at the address identified under Option 1 stating that you wish to do so. You must postmark your letter no later than **July 29, 2013**.

Option 3. You may object to the settlement. If you object to the Settlement, you must submit your objection in writing to the Class Counsel at the address identified under Option 1. All objections must be signed and set forth all grounds for objection, your address, telephone number, and the name of the Lawsuit: Stivers v. Office Depot, Inc., Case No. 12-cv-01534. All objections must be postmarked to Class Counsel no later than **July 29, 2013**.

If you submit a timely objection, you may appear, either personally or through an attorney, at your own expense, at the Final Approval Hearing, discussed below. Your objection should clearly explain why you object to the proposed settlement and must state whether you or someone on your behalf intends to appear at the Final Approval Hearing.

V. FINAL APPROVAL HEARING ON PROPOSED SETTLEMENT

The Court will hold a Final Approval Hearing on the fairness and adequacy of the proposed settlement, the plan of distribution, Class Counsel’s request for attorneys’ fees and litigation costs, and the service award to the Class Representative on September 19, 2013 at 2:00 p.m. in Courtroom 10A of the United States District Court, Western District of Pennsylvania, located at U.S. Courthouse, 700 Grant Street, Pittsburgh, PA 15219.

VI. ADDITIONAL INFORMATION

This Notice only summarizes the Action, the settlement, and other related matters. For more information, you may review the Court’s files, including the detailed Joint Stipulation and Settlement Agreement, which will be on file with the Clerk of the Court. The pleadings and other records in this Lawsuit, including the Joint Stipulation and Settlement Agreement, may be examined at the records Office of the Clerk, United States District Court, Western District of Pennsylvania, U.S. Courthouse, 700 Grant Street, Pittsburgh, PA 15219.

Any questions regarding this Notice should be directed to Class Counsel at the above addresses and telephone numbers. If your address changes or is different from the one on the envelope enclosing this Notice, please promptly notify Class Counsel for future mailings, including mailing of your settlement payment.

VII. OBTAINING PAYMENT UNDER THE AGREEMENT

To receive money from the settlement, you must sign and return the Settlement Claim Certification Form and executed Form W-9 to the Class Counsel by **July 29, 2013**. You may use the accompanying, self-addressed, stamped envelope or by otherwise sending the form via mail,

email or fax to Berger & Montague, P.C., Attn: Office Depot Settlement, 1622 Locust Street, Philadelphia, PA 19103, Fax No. (215) 875-4604; email: MKIM@BM.NET

Alternatively, if you are a current Office Depot employee, you may sign and submit the Settlement Claim Certification Form and executed Form W-9 via mail, email or fax to the Director of Employee Relations, Loan Ellis, at 6600 North Military Trail, Boca Raton, Florida 33496, Fax No. (561) 438-7102, email: Loan.Ellis@officedepot.com by **July 29, 2013**. Such Settlement Claim Certification Form shall, in turn, be provided to the Class Counsel.

VIII. NO RETALIATION OR DISCRIMINATION

The Company will not take any adverse action against any individual because he/she participates in this Settlement. In fact, the Company encourages you to participate in this settlement and receive your share of the monetary proceeds.

IX. NO COURT OPINION EXPRESSED AS TO THE MERITS OF THE CASE

On May 14, 2013, the Court preliminarily approved the Settlement Agreement as fair and reasonable. The Court has expressed no opinion, however, regarding the merits of the claims asserted in this case. If you have any questions about the settlement, please contact Class Counsel using the contact information set forth above. **Please do not contact the Court.**

X. ADDRESS CHANGES

It is your responsibility to keep Class Counsel apprised of your correct address. If your address is different from the address on the envelope which contained this Notice, please make any corrections to your address, name, and/or Social Security number on the enclosed Settlement Claim Certification Form and return it to Class Counsel at the address noted above.

Dated: May 28, 2013